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**AGREEMENT  
CONTRACT 95-2B**

For BIOREMEDIATION, CANTON DROP FORGE, CANTON, OHIO.

THIS AGREEMENT, made and entered into at Canton, Ohio, this 21<sup>st</sup> day of June, 1995, by and between Canton Drop Forge Inc. (CDF) and Beaver Excavating, with an office located at 4650 Southway St. S.W., Canton, Ohio, hereinafter called the "CONTRACTOR".

WITNESSETH

That the CONTRACTOR has agreed and by these presents does agree that the CONTRACTOR, for the consideration of \$105,540.00 paid by CDF hereinbefore mentioned and contained in the proposal, and under penalty expressed in a bond bearing even date with these presents, and herein contained or hereunto annexed to furnish at his own cost and expense, all the necessary materials, labor, superintendence, tools and equipment, and shall execute, construct, finish and test in an expeditious, substantial and workmanlike manner, said improvements shown on the contract drawings described in the included specification or required by CDF, with all equipment and appurtenances, commencing work within (10) days from the date of notice from CDF to commence work and executing the same within the time and in the manner specified and in conformity with the requirements set forth in the specification herein contained or hereunto attached in accordance with the contract drawings of said work on file in the office of CDF and all to the acceptance of said CDF.

The project will consist of removing the sludges lining Lagoon #1 and Lagoon #2 and using ex-situ bio-remediation technology to reduce Total Petroleum Hydrocarbon (TPH) contamination levels of the excavated materials to below the target level of 380 ppm.

The estimated removal quantities are 3,000 c.y. from Lagoon #1 and 6,000 c.y. from Lagoon #2. During excavation the contractor shall maintain quantity estimates and keep CDF informed of the quantity removed. If it appears that material beyond the estimated quantity will require removal, the contractor shall immediately contact CDF representatives. CDF may halt removal prior to reaching the estimated quantities or request the removal of material beyond the estimated quantities. Payment will be based on the actual quantity of material removed and the unit prices. Tasks related to the bioremediation project include, but are not limited to, excavation of lagoon linings, transport of excavated materials to the on-site treatment areas, treatability studies, bio-cell design, bio-cell construction, bulking of excavated materials to enhance bioremediation, inoculation of materials to be treated and maintenance of biocell(s).

Once excavation of the lagoon materials is complete the contractor shall immediately "seed" the lagoon lining and walls prior to putting the lagoon back into service.

The contractor shall also estimate the type and number of samples for laboratory analysis that shall be retrieved by an independent agent.

The CONTRACTOR shall proceed with the said work in a prompt and diligent manner and shall do the several parts thereof at such times and in such order as the Engineer or his duly authorized agent may direct. Further, he shall complete the whole of said work in accordance with the specifications and contract drawings to the satisfaction of CDF and their Engineer.

If the CONTRACTOR shall fail to comply with any of the terms, conditions, provisions, or stipulations of this contract according to the true intent and meaning thereof, then CDF may avail itself of any or all remedies provided in that behalf in the contract, and shall have the right and power to proceed in accordance with provisions thereof.

It is hereby agreed by the parties to this Agreement that the provisions contained in the "Invitation for Bids", in the "Information and Instructions to Bidders", in the "Proposal and Bid Form", in the "Insurance Specifications", in the "Performance Bond", in the "General Conditions", in the "Supplemental General Conditions", and in the Lab Reports for the improvement, shall constitute integral parts of the agreement and collectively that they shall comprise and be known as the Agreement. It is hereby mutually agreed that CDF is to pay and the CONTRACTOR is to receive, a full compensation for furnishing all materials and labor in building, constructing, and in all respects completing the herein described work and appurtenances in the manner and under the conditions herein specified, the prices stipulated in the proposal herein contained or hereto annexed.

The CONTRACTOR agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Subject to the applicable provisions of law, this Agreement shall be in full force and effect as a contract from and after the date when a fully executed and approved counterpart hereof is delivered to the CONTRACTOR.

IN WITNESS WHEREOF, the parties hereunto affixed their signatures, the day and year first above mentioned.

CONTRACTOR

BEAVER EXCAVATING

Witness: Kristina L. Casto

By: Stanley R. Evans

Kristina L. Casto

Date: June 15, 1995

Title: Stanley R. Evans, Project Manager

Attest: Margie Parks

By: William K. Corder

Date: 6-21-95

\* BEAVER EXCAVATING'S PROPOSAL DATED 4-28-95 AND LETTER DATED 6-12-95

The following items shall be considered to be part of the Canton Drop Forge Bioremediation contract documents.

### EXCAVATION COORDINATION

All instruction and coordination regarding the excavation, transportation and placement of soil and sludge shall be the sole responsibility of the Bioremediation contractor. Invoices for excavation services shall be passed directly to CDF with no mark-up. Payment for excavation services shall be made by CDF directly to the excavation contractor. All invoices from the excavator shall be approved by the Critter Company prior to payment by CDF.

### PROGRESS MONITORING AND PAYMENT

Monitoring shall be achieved by sampling the biocell contents and testing for TPH by EPA Method 418.1. Target levels of 380 mg/kg will be used for this project.

Progress sampling shall occur approximately once a month during summer months and once every two months during winter months. Each sampling session will consist of five (5) random samples from the biocell material. When the average TPH concentration of the five (5) samples is less than the appropriate level, and no single sample has a TPH concentration more than 15 percent (15%) above the treatment level, the appropriate payment will be made. PHC-DRO analysis will be performed on composite samples at the beginning, approximate middle, and end of treatment.

Payments shall be made based on the treatment level achieved.

After establishing initial contamination concentration with five (5) random samples, payments will be made according to the following:

**HAMMONTREE & ASSOCIATES, LIMITED**

FIRST 4,500 CY

<u>Treatment Level</u> <u>(% reduction of TPH)</u>	<u>Payment, %</u>
25%	18%
50%	9%
75%	9%
100%*	<u>9%</u>
Total	45%

SECOND 4,500 CY

<u>Treatment Level</u> <u>(% reduction of TPH)</u>	<u>Payment, %</u>
25%	18%
50%	9%
75%	9%
100%	<u>9%</u>
Total	90%**

\*Target level of 380 mg/kg by EPA Method 418.1 is to be achieved, see section titled "Acceptance of Target Levels".

\*\*The final 10% payment will be made one month after achieving target levels, provided that a confirmatory set of lab results indicate that acceptable target levels have been achieved.

HAMMONTREE & ASSOCIATES, LIMITED

### ACCEPTANCE OF TARGET LEVELS

Sampling sessions will consist of five (5) random samples from the biocell material. When four (4) of the five (5) random samples are below the target level of 380 mg/kg and the fifth random sample is not more than ten percent (10%) over the target level, treatment of the material within the biocell shall be considered conditionally complete. Three more random samples shall then be taken to verify treatment progress. If two (2) of the three (3) additional random samples have TPH levels less than or equal to 380 mg/kg and the third sample is not more than ten percent (10%) over the target level, treatment of the material within the biocell shall be considered complete and payment for that portion of the project paid.

### REMOVAL OF SLUDGES AND SOIL FROM CDF SITE

No material from the CDF site shall be removed from CDF property without CDF consent. Should material removal be required for any reason, CDF materials shall not be mixed with any other materials (bulking, etc.) without CDF consent. The location and status of all materials leaving CDF shall be communicated with CDF as requested.

# AGORD. CERTIFICATE OF INSURANCE

CSR TB  
BEAVE-2

DATE (MM/DD/YY)

6-15-95

**PRODUCER**

THE GENERAL INSURANCE AGENCY  
P O BOX 709  
DUBLIN OH 43017-0809

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**COMPANIES AFFORDING COVERAGE**

COMPANY A CNA INSURANCE COMPANIES

COMPANY B CRUM & FORSTER COMMERCIAL INS

COMPANY C TO CERTIFICATE HOLDER: WE HAVE ISSUED THIS CERTIFICATE AS REQUESTED. PLEASE CHECK THIS DOCUMENT TO VERIFY THAT IT COMPLIES WITH YOUR CONTRACT WITH OUR INSURED. IF IT DOES NOT, PLEASE CONTACT OUR OFFICE IMMEDIATELY.

COMPANY D

614-798-1222

**INSURED**

THE BEAVER EXCAVATING COMPANY  
P O BOX 6059  
CANTON OH 44706

**COVERAGES**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT	GL115034282	05/15/95	05/15/96	GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COMP/OP AGG \$ 2,000,000
					PERSONAL & ADV INJURY \$ 1,000,000
					EACH OCCURRENCE \$ 1,000,000
					FIRE DAMAGE (Any one fire) \$ 50,000
					MED EXP (Any one person) \$ 5,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BUA115034296	05/15/95	05/15/96	COMBINED SINGLE LIMIT \$ 1,000,000
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN AUTO ONLY: \$
					EACH ACCIDENT \$
					AGGREGATE \$
B	<b>EXCESS LIABILITY</b> <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	5530253112	05/15/95	05/15/96	EACH OCCURRENCE \$ 3,000,000
					AGGREGATE \$ 3,000,000
					\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>  THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL OTHER				STATUTORY LIMITS
					EACH ACCIDENT \$
					DISEASE - POLICY LIMIT \$
					DISEASE - EACH EMPLOYEE \$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS  
ANY AND ALL WORK PERFORMED FOR THE CERTIFICATE HOLDER. (13)

ORIGINAL

CDF004323

**CERTIFICATE HOLDER**

Hammontree & Associates Limited  
5233 Stoneham Road  
N. Canton, Ohio 44720

BLANK-1

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*Barry D. Hoeft*

# ACORD. CERTIFICATE OF INSURANCE

CSR 18  
BEAVER-2

DATE (MM/DD/YY)  
6-15-95

PRODUCER  
THE GENERAL INSURANCE AGENCY  
P O BOX 709  
DUBLIN OH 43017-0809

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COMPANY B CRUM & FORSTER COMMERCIAL INS

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COMPANY D

614-798-1222  
INSURED

THE BEAVER EXCAVATING COMPANY  
P O BOX 6059  
CANTON OH 44706

## COVERAGES

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CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	GL115034282	05/15/95	05/15/96	GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$ 1,000,000
					FIRE DAMAGE (Any one fire) \$ 50,000
					MED EXP (Any one person) \$ 5,000
A	AUTOMOBILE LIABILITY	BUA115034296	05/15/95	05/15/96	COMBINED SINGLE LIMIT \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE \$
	<input checked="" type="checkbox"/> HIRED AUTOS				
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: \$
					EACH ACCIDENT \$
					AGGREGATE \$
B	EXCESS LIABILITY	5530253112	05/15/95	05/15/96	EACH OCCURRENCE \$ 3,000,000
	<input checked="" type="checkbox"/> UMBRELLA FORM				AGGREGATE \$ 3,000,000
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS \$
	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				EACH ACCIDENT \$
					DISEASE - POLICY LIMIT \$
					DISEASE - EACH EMPLOYEE \$
	OTHER				

ORIGINAL

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS  
ANY AND ALL WORK PERFORMED FOR THE CERTIFICATE HOLDER. (14)

## CERTIFICATE HOLDER

Canton Drop Forge  
4575 Southway St. S.W.  
Canton, Ohio 44706

BLANK-1

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*Sandy D. Hoeft*

ACORD 25-S (3/93)

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CDF004324

**STATE OF OHIO**  
**BUREAU OF WORKERS' COMPENSATION**

COLUMBUS, OHIO 43215

**CERTIFICATE OF PREMIUM PAYMENT**

This certifies that the employer listed below has paid into the State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified.

THIS CERTIFICATE MUST BE CONSPICUOUSLY POSTED.

RISK NO. AND EMPLOYER

PERIOD SPECIFIED BELOW

0281767

01-01-95 THRU 06-30-95

BEAVER EXCAVATING CO  
4650 SOUTHWAY RD S W  
CANTON OH 44706

BWC-1622 (Rev. 9/92)  
DP-22

*Wes Trimble*  
CEO/ADMINISTRATOR

THIS CERTIFICATE MAY BE REPRODUCED AS NEEDED